

**NOTICE OF APPLICATION —
NORWICH PHARMACAL ORDER (PRE-
ACTION / INTERLOCUTORY
DISCLOSURE)**

IN THE SUPREME COURT OF BRITISH COLUMBIA

VANCOUVER REGISTRY

NO. _____

BETWEEN:

FRANCESCO GIOVANNI LONGO, LUCY CEYLAN, ARMIN CEYLAN, and BETTY CEYLAN, personally and as heirs and beneficiaries of the Estate of **RAFFI CEYLAN** (also known as Rafi Ceylan), deceased;

PLAINTIFFS / APPLICANTS

AND:

the **DEFENDANTS** named in the Notice of Civil Claim (the "Alleged Wrongdoers")

AND:

ROYAL BANK OF CANADA; TORONTO-DOMINION BANK; BANK OF MONTREAL; BANK OF NOVA SCOTIA; CANADIAN IMPERIAL BANK OF COMMERCE; NATIONAL BANK OF CANADA; HSBC BANK CANADA; LAURENTIAN BANK OF CANADA; TANGERINE BANK; EQ BANK (EQUITABLE BANK); SIMPLII FINANCIAL /

CANADIAN IMPERIAL BANK OF COMMERCE; DESJARDINS GROUP; MANULIFE FINANCIAL CORPORATION; THE CANADA LIFE ASSURANCE COMPANY; GREAT-WEST LIFECO INC.; SUN LIFE ASSURANCE COMPANY OF CANADA; INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.; EMPIRE LIFE INSURANCE COMPANY; FORESTERS FINANCIAL / THE INDEPENDENT ORDER OF FORESTERS; SHIBLEY RIGHTON LLP (in respect of trust-account records only); and McTAGUE LLP (in respect of trust-account records only);

THIRD PARTY RESPONDENTS ("Information Custodians")

NOTICE OF APPLICATION

(Brought pursuant to the inherent jurisdiction of the Court and Rule 7-1 / Rule 8-4 of the Supreme Court Civil Rules)

TAKE NOTICE that the Applicants will apply to this Honourable Court at 800 Smithe Street, Vancouver, British Columbia, for the Orders set out in Part 1 of this notice, contemporaneously with or immediately following the ex parte application for Mareva injunction filed herewith.

The Applicants proceed **EX PARTE** as against the Alleged Wrongdoers for the reasons set out in the companion Mareva application.

The Applicants propose to serve this Notice of Application on each Information Custodian named above, with liberty to each Custodian to attend and be heard.

PART 1 — ORDERS SOUGHT

The Applicants seek:

1. **A declaration** that each Third Party Respondent is an "innocent mixed-up party" or holder of information relating to wrongdoing

within the meaning of *Norwich Pharmacal Co. v. Customs and Excise Commissioners*, [1974] A.C. 133, for the purposes of this Order.

2. **An Order** that each Third Party Respondent produce to the Applicants, within twenty-one (21) days of service of the Order:

(a) the identity, branch, and account-level details of any account, policy, trust balance, reinsurance balance, or financial instrument held by, for the benefit of, or in the name of:

(i) **Ivana Hrvatin** (also known as **Ivana Salem** and **Ivana Ceylan**);

(ii) the **Estate of Raffi Ceylan** (also known as **Rafi Ceylan**);

(iii) any **beneficiary designation** naming Ivana Hrvatin in connection with the Hrvatin Transfer;

(iv) any individual Respondent named in Schedule A of the companion Mareva application.

(b) full transaction history on each such account from **1 January 2016** to the date of the Order, including deposits, withdrawals, wire transfers, inter-account transfers, fees, and commissions;

(c) the identity and location of any successor, downstream, or reinvestment destination into which any proceeds tied to the 19 September 2016 Sun Life transfer of approximately CAD \$600,000+ (the "Hrvatin Transfer") have been routed;

(d) for insurance-company Respondents, the identity of any policy on the life of Raffi Ceylan including, without limitation, the face amount, the beneficiary chain-of-title, the commissions paid, the agents of record, and the processing-transaction log of the Hrvatin Transfer;

(e) for law-firm Respondents (Shibley Righton LLP and McTague LLP), in respect of trust-account records only and subject to proper privilege carve-outs: the identity of any client-trust-account balance touching the Ceylan estate (CV-17-25300 and any related matter), Ivana Hrvatin, or any individual Respondent named in the Mareva application.

1. **An Order** that disclosure under paragraph 2 be made on an **attorney-eyes-only** basis pending further Order, and that the

Applicants may use it solely for the purposes of the underlying action and the companion Mareva injunction, subject to the implied undertaking of confidentiality in *Juman v. Doucette*, 2008 SCC 8.

2. **An Order** granting **leave** to the Applicants to amend the Notice of Civil Claim to name identified John Doe Insurance Carriers and any previously unknown Defendants within thirty (30) days of receiving the disclosure ordered.
3. **An Order** that the Third Party Respondents' reasonable costs of compliance be paid by the Applicants out of any recovery in the underlying action, or, in the alternative, on the standard administrative-fee schedule published by each Custodian for Norwich Pharmacal or related production orders.
4. **An Order as to costs** on this application in the cause.
5. **Such further and other Orders** as this Honourable Court deems just.

PART 2 — FACTUAL BASIS

1. The Applicants refer to and incorporate by reference the Statement of Facts at Part 1 of the companion Notice of Civil Claim and the factual basis at Part 2 of the companion Mareva Injunction application, and specifically:
 - (a) the post-death transfer of **in excess of CAD \$600,000** from Sun Life Financial to the Respondent Hrvatin on **19 September 2016**;
 - (b) the operation of a continuing joint enterprise (the Windsor Cartel Joint Enterprise) whose financial proceeds transit conventional Canadian banking and insurance infrastructure and whose identification is presently impossible without disclosure from the Third Party Respondents;
 - (c) the cross-matter bridge role of the Respondent Hrvatin, linking the Ceylan-side fraud chain to the Longo-side conduct chain in parallel

proceedings in the Middle District of Florida and the Superior Court of Justice, Ontario;

(d) the existence, on the record, of named insurance carriers and banks acknowledged to have processed or held proceeds of the Hrvatin Transfer (specifically Sun Life), and the inference, consistent with ordinary industry practice, that reinsurance, excess-of-loss, or successor policies may implicate additional carriers not yet identified;

(e) the Pass 4 discovery of a **second insurance policy on the life of Raffi Ceylan** issued by **Empire Life Financial Corporation** (Kingston, Ontario), never disclosed across ten years of institutional review, and the consequent addition of Empire Life Financial Corporation as Information Custodian #21 in the Draft Norwich Order filed herewith, per Exhibit 15;

(f) the Pass 4 additions of the **Office of the Chief Coroner of Ontario** and the **Centre of Forensic Sciences (Ontario)** as Information Custodians #22 and #23 in the Draft Norwich Order, in respect of Coroner Case 2016-8196 and CFS Toxicology Case 2016-0001036, the production being necessary to authenticate the 28 coroner-file screenshot exhibits and to establish the full contours of the cover-up pleaded at Exhibit 16.

1. The Applicants rely on the affidavits filed in support of the companion Mareva application and on the exhibits there identified.
 2. The Third Party Respondents are, on the evidence pleaded, **innocent mixed-up parties** within Norwich Pharmacal in that they hold, in the ordinary course of regulated financial and professional business, information necessary to identify the full scope of the Alleged Wrongdoers' conduct, and without which the Applicants cannot plead or prove the full injury sustained.
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PART 3 — LEGAL BASIS

1. The Applicants rely on the following authorities and statutory provisions:

A. The Norwich Jurisdiction

1. **Norwich Pharmacal Co. v. Customs and Excise**

Commissioners, [1974] A.C. 133 (H.L.) — the foundational authority establishing that a court may compel an "innocent third party" through whose hands wrongdoing has passed to disclose information necessary to identify wrongdoers and their conduct.

2. **GEA Group AG v. Ventra Group Co.**, 2009 ONCA 619 — Ontario Court of Appeal, confirming the Canadian adoption of Norwich Pharmacal and articulating the five-factor test:

(i) the Applicant must provide evidence sufficient to raise a valid, bona fide or reasonable claim;

(ii) the Applicant must establish a relationship with the third party such that the third party is somehow involved in the acts complained of;

(iii) the third party must be the only practicable source of the information;

(iv) the third party can be indemnified for costs of compliance; and

(v) the interests of justice favour disclosure.

1. **Alberta (Treasury Branches) v. Leahy**, 2000 ABQB 575, aff'd 2002 ABCA 101 — the Alberta decision now adopted in virtually every Canadian superior-court jurisdiction, applying Norwich in the banking context.

2. **1654776 Ontario Ltd. v. Stewart**, 2013 ONCA 184 — Ontario Court of Appeal, confirming use of Norwich as a pre-action discovery vehicle and the supporting framework for post-action Norwich where identification of full defendant and damage extent is required.

3. **Kenney v. Loewen**, [1999] B.C.J. No. 1419, and subsequent British Columbia authorities adopting the Norwich jurisdiction in this Court.

B. The Five Factors Satisfied

1. **(i) Bona fide claim.** The Notice of Civil Claim pleads fourteen (14) distinct causes of action against seventeen (17) Defendants, supported by on-record audio, dated documents, and public-record facts. The claim is not merely bona fide; it is documentarily over-determined.
2. **(ii) Third party involved.** Each Third Party Respondent holds (whether as an account-provider, a policy-issuer, or a regulated trustee) records through which the proceeds of the pleaded fraud have passed or are likely to have passed. The Canadian banking and insurance industries have been unable to avoid Norwich characterisation on materially identical facts for a quarter-century.
3. **(iii) Only practicable source.** The Applicants have no alternative mechanism to identify John Doe Insurance Carriers #1-10, the downstream destinations of the Hrvatin Transfer, or the full scope of the professional-services retainer structures. No regulator has produced this information to the Applicants, and the Respondents themselves are plainly non-cooperative given the conduct pleaded.
4. **(iv) Indemnity.** The Applicants accept the standard indemnity for reasonable compliance costs on the terms set out in paragraph 5 of the Orders sought.
5. **(v) Interests of justice.** The Hrvatin Transfer has sat, deployed and accreting, for approximately 9.5 years. Continued delay in identification of the full custody chain of those funds would reward the very enterprise pleaded. The public interest in piercing opacity around estate-fraud and life-insurance diversion is substantial.

C. Privacy and Charter Considerations

1. The Applicants recognise that each Third Party Respondent is bound by statutory and contractual confidentiality obligations (including under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, and its provincial counterparts). The Applicants submit that paragraph 7(3)(c.1)(ii) of PIPEDA and its provincial analogues expressly authorise disclosure pursuant to court order, and that the Order sought here satisfies the statutory threshold.
 2. The Applicants further submit that the disclosure sought is narrowly tailored to the identifiable subjects named in paragraph 2 (Ivana Hrvatin, the Estate, the specific beneficiary designation, and the individual Respondents of the Mareva application), and that a Juman implied-undertaking regime, reinforced by the attorney-eyes-only paragraph 3, provides proportional protection.
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SCHEDULE OF INFORMATION CUSTODIANS (Third Party Respondents)

Schedule I Banks

1. Royal Bank of Canada — Registered HO: Toronto
2. Toronto-Dominion Bank — Registered HO: Toronto
3. Bank of Montreal — Registered HO: Montreal / Toronto
4. Bank of Nova Scotia — Registered HO: Toronto / Halifax
5. Canadian Imperial Bank of Commerce — Registered HO: Toronto
6. National Bank of Canada — Registered HO: Montreal

Schedule II / Other Canadian Banks

1. HSBC Bank Canada
2. Laurentian Bank of Canada
3. Tangerine Bank
4. EQ Bank (Equitable Bank)

5. Simplii Financial / CIBC direct-bank subsidiary
6. Desjardins Group (provincial regulator-regulated)

Principal Canadian Life Insurers

1. Manulife Financial Corporation
2. The Canada Life Assurance Company / Great-West Lifeco Inc.
3. **Sun Life Assurance Company of Canada** (primary carrier on the Hrvatin Transfer — principal target)
4. Industrial Alliance Insurance and Financial Services Inc.
5. Empire Life Insurance Company
6. Foresters Financial / The Independent Order of Foresters

Law Firms (trust-account records only)

1. Shibley Righton LLP
 2. McTague LLP
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Applicants' address for service:

Francesco Giovanni Longo (self-represented lead applicant)

[address to be inserted on filing]

Email: flongo11@gmail.com

DATED at Windsor, Ontario, this _____ day of April, 2026.

FRANCESCO GIOVANNI LONGO, Plaintiff/Applicant
on behalf of the Applicants

End of Notice of Application — Norwich Pharmacal Order.